



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



November 05, 2014

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

51 November 5, 2014

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

BAILMENT AGREEMENT WITH THE MONTROSE SEARCH AND RESCUE TEAM FOR USE OF A RESCUE TRUCK BY CRESCENTA VALLEY SHERIFFS STATION (FIFTH DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) requests approval of a Bailment Agreement (Agreement) for the use of a rescue truck (Truck), which will be provided by the Montrose Search and Rescue Team, a designated 501(c)(3) non-profit organization. The Truck will be for the exclusive use by Department personnel assigned to the Department's Crescenta Valley Sheriff's Station (CVS Station).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the Montrose Search and Rescue Team for the use of the Truck, at no cost to the County of Los Angeles (County), effective upon execution by both parties and terminating in six years or upon five days advance written notice to the other party.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Reserve Captain John Camphouse, Montrose Search and Rescue Team, 4554 North Briggs Avenue, La Crescenta, California, 91214, for the generous loan and use of the Truck.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Montrose Search and Rescue Team wishes to loan the use of the Truck, Vehicle Identification Number 1FD0W5HY7EEA86340, for exclusive use by Department personnel assigned to CVS Station for search and rescue operations.

Implementation of Strategic Plan Goals

Acceptance of this Agreement supports the County's Strategic Plan, Goals 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery. The Truck will enhance both the quality and productivity of services provided by the Department's CVS Station.

FISCAL IMPACT/FINANCING

Use of the Truck is provided at no cost to the County. The Department will provide all general maintenance and repairs necessary for the daily operation of the Truck.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Truck will be on loan to the Department for a period of six years. Either party may terminate this Agreement with five calendar days advance written notice to the other party. The Department will hold title as the registered owner, and the Montrose Search and Rescue Team will hold title as the legal owner of the Truck.

The County will bear the risk of loss of the Truck during the term of the Agreement. The County agrees to indemnify and defend the Montrose Search and Rescue Team from any and all liability arising out of the County's use or operation of the Truck. The indemnification, however, does not extend to liability resulting from inherent defects or malfunctions in the Truck related to the manufacturer's acts or omissions.

County Counsel has approved the attached Agreement as to form.

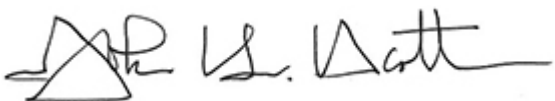
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon Board approval, please return one adopted stamped copy of the Board letter and the original executed copy of the Agreement to the Departments Communications and Fleet Management Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott", with a stylized initial "JL" and a large, sweeping flourish at the end.

JOHN L. SCOTT

Sheriff

JLS:SDE:se

Enclosures

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND MONTROSE SEARCH AND RESCUE TEAM**

This Bailment Agreement ("Agreement") is made and entered into this 5th day of November, 2014 by and between the County of Los Angeles ("County") and the Montrose Search and Rescue Team.

1. **Bailment of Property:** The Montrose Search and Rescue Team hereby bails its rescue truck, Vehicle Identification Number 1FD0W5HY7EEA86340, ("rescue truck") for the exclusive use of the Los Angeles County Sheriff's Department ("Department"), Crescenta Valley Sheriff's Station.
2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.
3. **Safekeeping and Maintenance:** The County shall exercise due care for the safekeeping of the rescue truck. The County will provide all necessary general maintenance and repairs at no cost to the Montrose Search and Rescue Team. The County has the right to inspect said rescue truck prior to acceptance. The Montrose Search and Rescue Team shall assume responsibility for ensuring that the rescue truck has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. The County shall inspect the rescue truck upon delivery and by acceptance thereof finds the rescue truck is in good working order and condition. The County shall maintain the rescue truck in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the rescue truck. The County shall pay for normal service required for the proper operation of the rescue truck. The County shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the rescue truck. The County will provide, install, and maintain all required law enforcement equipment, including Department graphics, on the rescue truck. All required law enforcement equipment installed by the County will be removed from the rescue truck prior to return of the rescue truck to the Montrose Search and Rescue Team.
4. **Indemnification:** The County agrees to indemnify and defend the Montrose Search and Rescue Team from any and all liability, losses, or damages the Montrose Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Montrose Search and Rescue Team arising out of the County's use or operation of the rescue truck. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such rescue truck related to manufacturer's acts or omissions.
5. **Titles:** Legal title to the rescue truck is, and shall at all times, remain in the name of the Montrose Search and Rescue Team. The County shall hold title as the registered owner

only. The rescue truck shall not be transferred or delivered by the County to any persons other than the Montrose Search and Rescue Team without the Montrose Search and Rescue Team' prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, the County's use of this rescue truck shall be at no cost.

7. **Inspection by County:** The County agrees to allow the Montrose Search and Rescue Team to inspect the rescue truck or otherwise observe it at such times and locations as mutually agreed upon. The County shall provide the Montrose Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by the County with respect to the rescue truck as the Montrose Search and Rescue Team or any government agency may require from time to time.

8. **Use of Rescue Truck:** The County may use the rescue truck for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the County's jurisdiction. The County shall not use or operate the rescue truck in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Nor shall the rescue truck be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** The County shall assume all risks of loss to the rescue truck:

- a) From the time it is delivered by the Montrose Search and Rescue Team to the County and upon inspection and acceptance by the County.
- b) Until the rescue truck is returned to the Montrose Search and Rescue Team at its place of business.

Upon inspection/acceptance, the County shall be responsible for any and all damages to the rescue truck except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said rescue truck. In the event of damages to the rescue truck, the County shall notify the Montrose Search and Rescue Team to that effect and follow such instructions that the Montrose Search and Rescue Team may provide with respect to repair or disposal of the rescue truck. If the rescue truck is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Montrose Search and Rescue Team agreement as to such condition), the County shall properly notify the Montrose Search and Rescue Team thereof and hold any wreckage

for disposal by the Montrose Search and Rescue Team. With respect to any loss, theft, or destruction to the rescue truck, the County and the Montrose Search and Rescue Team shall negotiate the value of a comparably equipped rescue truck in a condition similar to the condition of the lost, stolen, or destroyed rescue truck immediately prior to any such loss, theft, or destruction.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon the termination of this Agreement, the County shall immediately return the rescue truck to the Montrose Search and Rescue Team.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

Notices to the Montrose Search and Rescue Team shall be addressed as follows:

Montrose Search and Rescue Team
Attn: Reserve Captain John Camphouse
4554 N. Briggs Avenue
La Crescenta, California 91214

13. **Independent Contractor:** This Agreement is by and between the County and the Montrose Search and Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Montrose Search and Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Montrose Search and Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Montrose Search and Rescue Team represents and warrants that the person executing this Agreement for the Montrose Search and Rescue Team is an authorized agent who has actual authority to bind the Montrose Search and Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Montrose Search and Rescue Team have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11, Amendments, of this Agreement.

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND MONTROSE SEARCH AND RESCUE TEAM**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board, and the Montrose Search and Rescue Team has caused it to be executed by its duly authorized representative.


COUNTY OF LOS ANGELES

MONTROSE SEARCH AND RESCUE
TEAM

By 
Chairman, Board of Supervisors

By 


ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By 
Deputy

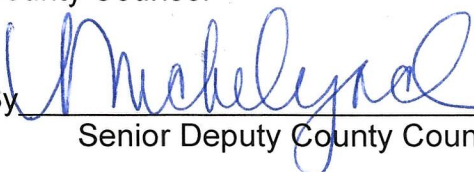


I hereby certify that pursuant to
Section 25103 of the Government Code
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors


By 
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By 
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

51 NOV 05 2014


SACHI A. HAMAI
EXECUTIVE OFFICER